

[Skip to Main Content](#) [Logout](#) [My Account](#) [Search Menu](#) [Search Refine Search](#) [Back](#)Location : 2nd District [Images](#)**REGISTER OF ACTIONS****CASE NO. D-202-CV-2017-01533****Mike S Ochieno v. Sandia National Laboratories**§
§
§
§
§
§Case Type: **Civil Administrative Appeal - Plaintiff Appellant**
Date Filed: **03/01/2017**
Location:
Judicial Officer: **Barela-Shepherd, Denise****PARTY INFORMATION**

		Attorneys
Defendant Appellee	Sandia National Laboratories	
Plaintiff Appellant	Ochieno, Mike S P.O. Box 25797 St Paul, MN 55125	Pro Se Erika Anderson <i>Retained</i> 505-944-9039(W)

EVENTS & ORDERS OF THE COURT

OTHER EVENTS AND HEARINGS

03/01/2017 **Cause Of Actions** Breach of Contract
Action Type Action

03/01/2017 **Cause Of Actions** Other Damages
Action Type Action

03/01/2017 **OPN: COMPLAINT**

03/01/2017 **ARB: CERT IS SUBJECT**

05/01/2017 **MTN: TO WITHDRAW**
Motion to Withdraw as Counsel

05/17/2017 **NTC: OF HEARING**

06/06/2017 **MTN: TO APPEAR TELEPHONICALLY**

06/13/2017 **ORD: TO APPEAR TELEPHONICALLY**

06/23/2017 **MTN: TO APPEAR TELEPHONICALLY**
Unopposed Motion Requesting Plaintiff Mike Ochieno to Appear Telephonically at 6/27/17 Hearing

06/26/2017 **ORD: TO APPEAR TELEPHONICALLY**
FOR MIKE OCHIENO AT SCHEDULED HEARING JUNE 27, 2017

06/27/2017 **MOTION HEARING** (9:50 AM) (Judicial Officer Barela-Shepherd, Denise)
Motion to withdraw as counsel, 10 minutes (JR) ATTY ANDERSON & PLF TELEPHONIC
Result: Held

07/18/2017 **ORD: WITHDRAWAL/ SUBSTITUTION OF COUNSEL**

09/07/2017 **RETURN OF SERVICE**

FINANCIAL INFORMATION

	Plaintiff Appellant Ochieno, Mike S	
	Total Financial Assessment	132.00
	Total Payments and Credits	132.00
	Balance Due as of 02/28/2018	0.00
03/03/2017	Transaction Assessment	132.00
03/03/2017	File & Serve Payment Receipt # ALBD-2017-6077 Ochieno, Mike S	(132.00)

EXHIBIT**A**



Notice of Service of Process

null / ALL
Transmittal Number: 17729388
Date Processed: 02/06/2018

Primary Contact: Meg Johnson-Law Dept- Ab-2
Honeywell International Inc.
115 Tabor Road
Morris Plains, NJ 07950

Entity:	Sandia National Laboratories Entity ID Number 1954886
Entity Served:	Sandia National Laboratories
Title of Action:	Mike S. Ochieno vs. Sandia National Laboratories
Document(s) Type:	Summons/Complaint
Nature of Action:	Discrimination
Court/Agency:	Bernalillo County District Court, New Mexico
Case/Reference No:	D-202-CV-2017-01533
Jurisdiction Served:	New Mexico
Date Served on CSC:	02/05/2018
Answer or Appearance Due:	30 Days
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STATE OF NEW MEXICO
COUNTY OF BERNALLO
SECOND JUDICIAL DISTRICT

MIKE S. OCHIENO

Case No. D-202-CV-2017-01533

Judge Barela Shepherd, Denise

Plaintiffs.

vs.

SANDIA NATIONAL LABORATORIES

Defendant

Agent Name: Corporation Service Company, 123 E. Marcie Street, Suite 101, Santa Fe,
NM 87501

SUMMONS

TO THE ABOVE NAMED DEFENDANT(S): Take notice that

1. A lawsuit has been filed against you. A copy of the lawsuit is attached. The Court issued this Summons.
2. You must respond to this lawsuit in writing. You must file your written response with the Court no later than thirty (30) days from the date you are served with this Summons. (The date you are considered served with the Summons is determined by Rule 1-004 NMRA) The Court's address is listed above.
3. You must file (in person or by mail) your written response with the Court. When you file your response, you must give or mail a copy to the person who signed the lawsuit.
4. If you do not respond in writing, the Court may enter judgment against you as requested in the lawsuit.
5. You are entitled to a jury trial in most types of lawsuits. To ask for a jury trial, you must request one in writing and pay a jury fee.
6. If you need an interpreter, you must ask for one in writing.
7. You may wish to consult a lawyer. You may contact the State Bar of New Mexico for help finding a lawyer at www.nmbar.org; 1-800-876-6227; or 1-505-797-6066.

Dated at Albuquerque, New Mexico, this 23 day of JAN 23 2018
20

JAMES A. NOEL
CLERK OF COURT

By: [Signature]
Deputy

Pro se
Mike S. Ochieno
P.O. Box 25797
Woodbury, MN 55125
Mobile: (651)270-9797
Email: mochieno04@yahoo.com

IN THE SECOND JUDICIAL DISTRICT COURT
COUNTY OF BERNALILLO
STATE OF NEW MEXICO

MIKE S. OCHIENO,

Plaintiff,

No. D-202-CV-2017-01533

v.

SANDIA NATIONAL LABORATORIES,

Defendant.

**NOTICE OF APPEAL AND COMPLAINT FOR DISCRIMINATION,
BREACH OF IMPLIED CONTRACT, INTENTIONAL INTERFERENCE
WITH CONTRACTUAL RELATIONS AND WRONGFUL TERMINATION**

Plaintiff Mike S. Ochieno, for his Complaint, states as follows:

1. Mike S. Ochieno ("Plaintiff" or "Ochieno") is a resident of the State of New Mexico and was at all relevant times employed by Sandia National Laboratories. He is African-American.
2. Upon information and belief, Sandia National Laboratories ("Sandia") is managed and operated by the Sandia Corporation and is located in Albuquerque, New Mexico.
3. Ochieno was employed by Sandia since September 15, 2015 as a Principal Lean Six Sigma Black at the Principal job level.
4. Ochieno was qualified for his position.
5. Ochieno performed the duties of his position well.
6. Ochieno's managers engaged in unauthorized access to his computer, deletion of his work files and removing him from work projects. Such conduct was discriminatory and based upon Ochieno's race.

COUNT I

BREACH OF IMPLIED CONTRACT

7. Plaintiff incorporates each preceding paragraph.
8. Sandia published and distributed to employees a personnel manual that set out specific standards that would apply to disciplinary matters and provided for progressive discipline.
9. Specifically, Sandia's personnel manual provided that it would provide progressive discipline to any employee before termination and that termination would be only for good cause.
10. Sandia established a pattern over many years of providing progressive discipline to all employees.
11. Sandia managers stated on numerous occasions that all employees were entitled to progressive discipline and would not be terminated, except for good cause.
12. Sandia's actions gave rise to an implied contract that termination would be preceded by progressive discipline and for good cause.
13. Ochieno reasonably expected and believed his employment, discipline and termination would be in accordance with the personnel manual and past practices regarding progressive discipline.
14. Sandia, however, only documented problems with Ochieno after he confronted his managers about his project being stalled.
15. Sandia failed to follow its policies in violation of the implied contract created by the personnel manual, past practices and the statements of its managers.
16. Ochieno was damaged by the failure of Sandia to follow its own policies.

COUNT II

RACE DISCRIMINATION

17. Plaintiff incorporates each preceding paragraph.
18. Plaintiff filed a charge of discrimination with the Equal Employment Opportunity Commission (EEOC).
19. Plaintiff received a right to sue letter from the EEOC and the New Mexico Human Rights Bureau.
20. Plaintiff has exhausted his administrative remedies.
21. This is an appeal pursuant to NMSA §28-1-13.
22. Sandia intentionally discriminated against Plaintiff based on his race, which is prohibited by NMSA §28-1-7.
23. Plaintiff was qualified for his position and performed his position well.
24. Plaintiff was subjected to discrimination, which resulted in his eventual termination because he is African-American.
25. Plaintiff was the only African-American in his department.
26. The termination caused damage to Plaintiff including future and past lost wages and benefits, lost retirement benefits, lost future earning capacity, emotional distress and other damages to be proved at trial.

COUNT III

INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS

27. Plaintiff incorporates each preceding paragraph.
28. Defendant knew that Plaintiff had a contract of employment with Sandia.

29. According to the policies at Sandia, Ochieno had a duty to report complaints he had.

30. Defendant did not have the authority to target employees who made complaints.

31. Targeting employees who criticized their supervisors was against the policies at Sandia.

32. Defendant breached its contract of employment with Plaintiff.

33. Plaintiff was damaged by Defendant's unlawful actions.

WHEREFORE, Plaintiff requests judgment in his favor for damages in an amount to be proved, attorney fees and costs and such other relief the Court deems just.

Respectfully submitted,

THE LAW OFFICES OF ERIKA E. ANDERSON

By /s/ Erika E. Anderson

Erika E. Anderson
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(505) 243-3534 Fax
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Attorney for Plaintiff

IN THE SECOND JUDICIAL DISTRICT COURT
COUNTY OF BERNALILLO
STATE OF NEW MEXICO

MIKE S. OCHIENO,

Plaintiff,

No. D-202-CV-2017-01533

v.

SANDIA NATIONAL LABORATORIES,

Defendant.

COURT-ANNEXED ARBITRATION CERTIFICATION

Plaintiff Mike S. Ochieno, by and through his undersigned counsel, pursuant to Second Judicial District Local Rules, LR2-603, certifies that Plaintiff seeks only a money judgment and the amount sought does not exceed Twenty-five Thousand Dollars (\$25,000.00), exclusive of punitive damages, interest, costs and attorney's fees.

Respectfully submitted,

THE LAW OFFICES OF ERIKA E. ANDERSON

By /s/ Erika E. Anderson

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